



Transnet Freight Rail, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No RME CPT 040/2014

**FOR THE: RE-SLEEPING AND RE-RAILING BETWEEN LIEBENDAL
AND KLIPHOEK**

FOR DELIVERY TO: KLIPHOEK

ISSUE DATE: 18 FEBRUARY 2014

CLOSING DATE: 06 MARCH 2014

CLOSING TIME: 10:00

Section 1
NOTICE TO BIDDERS

Quotations which must be completed as indicated in Section 2 of this RFQ are to be submitted as follows:

METHOD: Post ; Courier or Hand Deliver
CLOSING VENUE: SEE BELOW FOR CLOSING VENUE

1 FORMAL BRIEFING

A compulsory pre-proposal site inspection will be conducted at **Vredendal Station** on the **24th and 25th of February 2014, at 12:00**. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

1.1 Respondents failing to attend the compulsory site meeting and/or RFP briefing will be disqualified.

2 Responses to RFQ

Responses to this RFQ [**Quotations**] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter. Proposals must reach the Secretariat, Acquisition Council before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

RFQ No: RME CPT 040/2014
Description: RE-SLEEPER AND RE-RAILING BETWEEN LIEBENDAL AND KLIPHOEK

Closing date and time: 06 MARCH 2014 AT 10H00 Sharp

Closing address [Refer to options in Delivery Instructions for RFQ below]

All envelopes must reflect the return address of the Respondent on the reverse side.

1 DELIVERY INSTRUCTIONS FOR RFQ

1.1 Delivery by hand

If delivered by hand, the envelope is to be deposited in the Transnet Freight Rail (RME) Tender box which is located at the main entrance of Transnet Park, Robert Sobukwe Road, Bellville, and should be addressed as follows:

THE SECRETARIAT
ACQUISITION COUNCIL
TRANSNET PARK
TENDER BOX 2
ROBERT SOBUKWE ROAD
BELLVILLE 7535

The measurements of the "tender slot" are 400mm wide x 100mm high, and Respondents must please ensure that response documents or files are no larger than the above dimensions. Responses which are too bulky [i.e.

more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as above.

1.2 Dispatch by courier

If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretariat, Acquisition Council and a signature obtained from that Office:

THE SECRETARIAT
TRANSNET ACQUISITION COUNCIL
6TH FLOOR
TRANSNET PARK
ROBERT SOBUKWE ROAD
BELLVILLE 7535

Please note that this RFQ closes punctually at **10:00 on Thursday 06 March 2014**.

1. If responses are not delivered as stipulated herein, such responses will not be considered and will be treated as "NON-RESPONSIVE" and will be disqualified.
2. No email or facsimile responses will be considered, unless otherwise stated herein.
3. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.
4. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Proposals / information received, i.e. pricing, delivery, etc. The names and locations of the Respondents will be divulged to other Respondents upon request.
5. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope.

3 Broad-Based Black Economic Empowerment [B-BBEE]

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. Transnet will accordingly allow a "preference" to companies who provide a valid B-BBEE Verification Certificate. All procurement transactions will be evaluated accordingly.

3.1 B-BBEE Scorecard and Rating

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that the following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).
- Bidders are to note that if the 80/20 preference point system is stipulated in this RFQ and all Bids received exceed R1 000 000.00, the RFQ must be cancelled. Similarly, if the 90/10 preference point system is stipulated in this RFQ and all Bids received are equal to or below R1 000 000.00, the RFQ must be cancelled.

The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included); and therefore the **90/10** system shall be applicable.

When Transnet invites prospective suppliers to submit Proposals for its various expenditure programmes, it requires Respondents to have their B-BBEE status verified in compliance with the Codes of Good Practice issued in terms of the Broad Based Black Economic Empowerment Act No. 53 of 2003.

The Department of Trade and Industry recently revised the Codes of Good Practice on 11 October 2013 [Government Gazette No. 36928]. The Revised Codes will replace the Black Economic Empowerment Codes of Good Practice issued on 9 February 2007. The Revised Codes provide for a one year transitional period starting 11 October 2013. During the transitional period, companies may elect to be measured in terms of the Revised Codes or the 2007 version of the Codes. After the first year of the implementation of the Revised Codes, B-BBEE compliance will be measured in terms of the Revised Codes without any discretion. Companies which are governed by Sector-specific Codes will be measured in terms of those Sector Codes.

As such, Transnet will accept B-BBEE certificates issued based on the Revised Codes. Transnet will also continue to accept B-BBEE certificates issued in terms of the 2007 version of the Codes provided it was issued before 10 October 2014. Thereafter, Transnet will only accept B-BBEE certificates issued based on the Revised Codes.

Note: Failure to submit a valid and original B-BBEE certificate or a certified copy thereof at the Closing Date of this RFQ will result in a score of zero being allocated for B-BBEE.

[Refer clause 20 below for Returnable Documents required]

4 Communication

Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.

A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name: Chrizelle Issacs Email: chrizelle.issacs@transnet.net
Telephone 021 940 1806 or 073 279 4111

Respondents may also, at any time before or after the closing date of the RFQ, communicate with the following Transnet Employee on any administrative matters relating to its RFQ response:

Telephone 021 940 1840 Email: thabisile.ndlovu@transnet.net

5 Tax Clearance

The Respondent's original and valid Tax Clearance Certificate must accompany the Quotation. Note that no business shall be awarded to any Respondent whose tax matters have not been declared by SARS to be in order.

6 VAT Registration

The valid VAT registration number must be stated here: _____ [if applicable].

7 Legal Compliance

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

8 Changes to Quotations

Changes by the Respondent to its submission will not be considered after the closing date and time.

9 Pricing

All prices must be quoted in South African Rand on a fixed price basis, excluding VAT.

10 Prices Subject to Confirmation

Prices quoted which are subject to confirmation will not be considered.

11 Negotiations

Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of shortlisted Respondents.

12 Binding Offer

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

13 Disclaimers

Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that Transnet reserves the right to:

- modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation;
- reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider; or
- make no award at all.

Transnet reserves the right to award business to the highest scoring bidder/s unless objective criteria justify the award to another bidder.

14 Transnet’s supplier integrity pact

Transnet’s Integrity Pact requires a commitment from suppliers and Transnet that they will not engage in any corrupt and fraudulent practices, anti-competitive practices; and act in bad faith towards each other. The Integrity Pact also serves to communicate Transnet’s Gift Policy as well as the remedies available to Transnet where a Respondent contravenes any provision of the Integrity Pact.

Respondents are required to familiarise themselves with the contents of the Integrity Pact which is available on the Transnet Internet site [www.transnet.net/Tenders/Pages/default.aspx] or on request. Furthermore, Respondents are required to certify that they have acquainted themselves with all the documentation comprising the Transnet Integrity Pact and that they fully comply with all the terms and conditions stipulated in the Transnet Supplier Integrity Pact as follows:

YES		NO	
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Should a Respondent need to declare previous transgressions or a serious breach of law in the preceding 5 years as required by Annexure A to the Integrity Pact, such declaration must accompany the Respondent’s bid submission.

15 Evaluation Criteria

Transnet will utilise the following criteria [not necessarily in this order] in choosing a Supplier/Service Provider, if so required:

Criterion/Criteria	Explanation
Administrative responsiveness	Completeness of response and returnable documents
Final weighted evaluation based on 90/10 preference point system as indicated in paragraph 3	<ul style="list-style-type: none"> Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical B-BBEE status of company - Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below.

¹ Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected.

Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

16 Validity Period

Transnet desires a validity period of 30 [thirty] days from the closing date of this RFQ.
 This RFQ is valid until _____.

17 Banking Details

BANK: _____
 BRANCH NAME / CODE: _____
 ACCOUNT HOLDER: _____
 ACCOUNT NUMBER: _____

18 Company Registration

Registration number of company / C.C. _____
 Registered name of company / C.C. _____

19 Disclosure of Prices Quoted

Respondents must indicate here whether Transnet may disclose their quoted prices and conditions to other Respondents:

YES NO

20 Returnable Documents

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below.

- a) Respondents are required to submit with their Quotations the **mandatory Returnable Documents**, as detailed below.

Failure to provide all these Returnable Documents at the Closing Date and time of this RFQ will result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these Documents are returned with their Quotations.

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these mandatory Returnable Documents by so indicating [Yes or No] in the table below:

Mandatory Returnable Documents	Submitted [Yes or No]
SECTION 2 : Quotation Form (Delivery lead time to be inserted)	
ANNEXURE A : Project Specification	
ANNEXURE B : Provisional Schedule of Quantities and Prices	

- b) In addition to the requirements of section (a) above, Respondents are further required to submit with their Quotations the following **essential Returnable Documents** as detailed below.

Failure to provide all these Returnable Documents may result in a Respondent's disqualification. Respondents are therefore urged to ensure that all these documents are returned with their Quotations.

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these essential Returnable Documents by so indicating [Yes or No] in the table below:

Essential Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
- Valid and original B-BBEE Verification Certificate or certified copy thereof [Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero for preference	
- Valid and original B-BBEE certificate/sworn affidavit or certified copy thereof from auditor, accounting officer or SANAS accredited Verification Agency [EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the RFQ will result in an automatic score of zero being allocated for preference	
- In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
- Original valid Tax Clearance Certificate [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party]	
- SECTION 3 : Standard Terms and Conditions of Contract for the Supply of Goods or Services to Transnet	
SECTION 4 : Vendor Application Form	
- Original cancelled cheque or bank verification of banking details	
- Certified copies of IDs of shareholder/directors/members [as applicable]	
- Certified copies of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)	
- Certified copies of the company's shareholding/director's portfolio	

Essential Returnable Documents	Submitted [Yes or No]
- Entity's letterhead	
- Certified copy of VAT Registration Certificate [RSA entities only]	
- Certified copy of valid Company Registration Certificate [if applicable]	
- A signed letter from Respondent's auditor or accountant confirming most recent annual turnover figures	
- Financial Statements signed by your Accounting Officer or Audited Financial Statements for previous 3 years	

"PREVIEW COPY ONLY"

Respondent's Signature

Date & Company Stamp

Section 2 QUOTATION FORM

I/We _____
hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard Terms and Conditions for the Supply of Goods or Services to Transnet [Section 3 hereof]; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

Price Schedule

REFER TO ANNEXURE B SCHEDULE OF QUANTITIES AND PRICES

Delivery Lead-Time from date of purchase order: _____ [days/weeks]

Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with the **PROVISIONAL SCHEDULE OF QUANTITIES AND PRICES (ANNEXURE B)** and not utilise a different format. Deviation from this schedule could result in a bid being disqualified.
- c) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis

Section 3

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS OR SERVICES TO TRANSNET

A Supplier/Service Provider shall be obliged to adhere to the Standard Terms and Conditions for the Supply of Goods and Services to Transnet as expressed hereunder. Should the Respondent find any condition(s) unacceptable, it should indicate which condition(s) is/are unacceptable and offer an alternative(s). A Quotation submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

1 SOLE AGREEMENT

Unless otherwise agreed in writing, these terms [**Terms** and each **Term**] and Transnet's purchase order(s) [**Order** or **Orders**] represent the only conditions upon which Transnet SOC Ltd [**Transnet**] procures goods [**the Goods**] or services [**the Services**] specified in the Order from the person to whom the Order is addressed [**the Supplier/Service Provider**]. Transnet does not accept any other conditions which the Supplier/Service Provider may specify, unless otherwise agreed to by Transnet in writing. In the event of any inconsistency between these Terms and any Order, these Terms shall take precedence.

2 CONFORMITY WITH ORDER

Goods/Services shall conform strictly with the Order. The Supplier/Service Provider shall not vary the quantities specified and/or the specification, if any, stipulated in the Order, without the prior written consent of Transnet. The Supplier/Service Provider warrants that the Goods/Services shall be fit for their purpose and of satisfactory quality.

3 DELIVERY AND TITLE

- 3.1 The delivery dates and addresses are those in the Order. Time shall be of the essence in respect of the Supplier's/Service Provider's obligations under the Order.
- 3.2 The Supplier/Service Provider will not be excused for delay in delivery or performance except due to circumstances outside its control and then only subject to the Supplier/Service Provider having notified Transnet in writing on becoming aware of such circumstances. Transnet may terminate an Order, in whole or in part, without incurring any liability to the Supplier/Service Provider if such a delay becomes, in Transnet's absolute opinion, significant.

4 PRICE AND PAYMENT

- 4.1 Prices specified in an Order cannot be increased. Payment for the Goods/Services shall be made by Transnet against an original undisputed invoice(s) [a Tax Invoice], supporting documentation and month-end statement from the Supplier/Service Provider. Tax Invoices plus supporting documentation shall be posted to the address shown in the Order.
- 4.2 Payment of the Supplier's/Service Provider's valid Tax Invoice(s) will be made by Transnet in the South African currency and on the terms stated in the Order, the standard payment terms being 30 [thirty] days from date of receipt by Transnet of a month-end statement, unless otherwise agreed to in writing. Transnet shall arrange for payment of such Tax Invoices and any pre-authorised additional expenses incurred, provided that the authorised expenses are supported by acceptable

documentary proof of expenditure incurred [where this is available]. Any amounts due in terms of these Terms shall be paid to the Supplier/Service Provider, taking into account any deduction or set-off and bank charges.

5 PROPRIETARY RIGHTS LIABILITY

If any allegations should be made or any claim asserted against Transnet that ownership of, or any act or omission by Transnet in relation to Goods/Services or any written material provided to Transnet relating to any Goods/Services or pursuant to an Order being a violation or infringement of any third party's contractual, industrial, commercial or intellectual property rights including but not limited to any patent, registered design, design right, trade mark, copyright or service mark on any application thereof, the Supplier/Service Provider hereby indemnifies Transnet against and hold it harmless from any and all losses, liabilities, costs, claims, damages and expenses [including any legal fees] arising directly or indirectly from such allegation or claim provided that this indemnity shall not apply where the allegation or claim arises solely as a result of the Supplier/Service Provider following a design or process originated and furnished by Transnet. The Supplier/Service Provider shall either

- a) procure for Transnet the right to continue using the infringing Goods; or
- b) modify or replace the Goods/Services so that they become non-infringing,

provided that in both cases the Goods/Services shall continue to meet Transnet's requirements and any specifications stipulated in the Order. Should neither option be possible, the Supplier/Service Provider may remove, with Transnet's prior written consent, such Goods/Services and will pay to Transnet a sum equivalent to the purchase price. If Transnet refuses to give such consent, the Supplier/Service Provider shall have no liability in respect of any continued use of the infringing Goods/Services after Supplier's/Service Provider's prior written request to remove the same.

6 PROPRIETARY INFORMATION

All information which Transnet has divulged or may divulge to the Supplier/Service Provider and any information relating to Transnet's business which may have come into the Supplier's/Service Provider's possession whilst carrying out an Order, and the existence of the Order, shall be treated by the Supplier/Service Provider as confidential information and shall not, without Transnet's prior written consent, be disclosed to any third party, or be used or copied for any purposes other than to perform the Order. This clause does not apply to information which is public knowledge or available from other sources other than by breach of this Term. Upon request by Transnet, the Supplier/Service Provider shall return all materials issued pursuant to the Order and, pending this, shall protect Transnet's rights in any such materials. Such confidential information shall at all material times be the property of Transnet.

7 PUBLICITY

The Supplier/Service Provider shall not name Transnet or use its trademarks, service marks [whether registered or not] or Goods in connection with any publicity without Transnet's prior written consent. The Supplier undertakes to provide a maintenance service for Goods, should Transnet so request, on terms to be agreed. If the Order so indicates, the Supplier will provide a warranty service for the Goods at a level to be agreed with Transnet.

8 TERMINATION OF ORDER

- 8.1 Transnet may cancel an Order in whole or in part at any time upon at least 7 [seven] days' written notice to the Supplier/Service Provider, or when there is a change in control of the Supplier/Service Provider or the Supplier/Service Provider commits any serious breach or any repeated or continued material breach of its obligations under these Terms and/or Order or shall have been guilty of conduct tending to bring itself into disrepute, on written notice to the Supplier/Service Provider when such work on the Order shall stop.
- 8.2 Transnet shall pay the Supplier/Service Provider a fair and reasonable price for justified work in progress, where such price reflects only those costs not otherwise recoverable by the Supplier/Service Provider, at the time of termination, and the Supplier/Service Provider shall give Transnet full assistance to check the extent of such work in progress. Payment of such price shall be in full and final satisfaction of any claims arising out of such termination and upon such payment the Supplier/Service Provider shall deliver to Transnet all work, including any materials, completed or in progress. The sum payable to the Supplier/Service Provider under this clause will not in any event exceed the total amount that would have been payable to the Supplier/Service Provider had the Order not been terminated.
- 8.3 In the event of termination the Supplier/Service Provider must submit all claims within 2 [two] months of termination after which time claims will only be met in what Transnet considers exceptional circumstances.
- 8.4 If the Goods or Services are not provided in accordance with an Order, the Order shall be deemed terminated and the Supplier/Service Provider shall compensate Transnet for any costs incurred in obtaining substitute Goods or any damage caused due to the failure or delay in the delivery.

9 ACCESS

The Supplier/Service Provider shall be liable for the acts, omissions and defaults of its personnel or agents who, for the purposes of the Order, shall be treated as if they are the Supplier's/Service Provider's employees. The Supplier/Service Provider shall ensure that any such personnel or agents, whilst on Transnet's premises, shall comply with Transnet's health and safety, security and system security rules and procedures as and where required.

10 WARRANTY

The Supplier/Service Provider warrants that it is competent to supply the Goods/Services in accordance with these Terms to the reasonable satisfaction of Transnet and that all Goods/Services delivered under the Order: (a) conform and comply in all relevant legislation, standards, directives and orders related to *[inter alia]* the Goods/Services in force at the time of delivery, and to any specifications referred to in the Order; (b) will not cause any deterioration in the functionality of any Transnet equipment; and (c) do not infringe any third party rights of any kind. The Supplier/Service Provider hereby indemnifies Transnet against all losses, liabilities, costs, claims, damages, expenses and awards of any kinds incurred or made against Transnet in connection with any breach of this warranty.

11 INSOLVENCY

If the Supplier/Service Provider shall have a receiver, manager, administrator, liquidator or like person appointed over all or any part of its assets or if the Supplier/Service Provider compounds with its creditors

or passes a resolution for the writing up or administration of the Supplier/Service Provider, Transnet is at liberty to terminate the Order or Orders forthwith, or at its option, to seek performance by any such appointed person.

12 ASSIGNMENT

The Supplier/Service Provider shall not assign its obligations under an Order without Transnet's prior written consent, which consent shall not be unreasonably withheld or delayed.

13 NOTICES

Notices under these Terms shall be delivered by hand to the relevant addresses of the parties in the Order or may be served by facsimile or by email, in which event notice shall be deemed served on acknowledgement of receipt by the recipient.

14 LAW

Orders shall be governed by and interpreted in accordance with South African law and any disputes arising herein shall be subject to South African arbitration under the rules of the Arbitration Foundation of South Africa, which rules are deemed incorporated by reference in this clause. The reference to arbitration shall not prevent Transnet referring the matter to any South African courts, having jurisdiction, to which the Supplier/Service Provider hereby irrevocably submits but without prejudice to Transnet's right to take proceedings against the Supplier/Service Provider in other jurisdictions and/or obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision in other courts or from instituting in any court of competent jurisdiction any proceedings for an interdict or any other injunctive relief. If the Supplier/Service Provider does not have a registered office in the South Africa it will at all times maintain an agent for service of process in South Africa and shall give Transnet the name and address of such agent as such may be amended, in writing, from time to time.

15 GENERAL

Completion or termination of an Order shall be without prejudice to any Term herein which by its nature would be deemed to continue after completion or termination, including but not limited to clauses **Error! Reference source not found., Error! Reference source not found., Error! Reference source not found., Error! Reference source not found.** and **Error! Reference source not found.** Headings are included herein for convenience only. If any Term herein be held illegal or unenforceable, the validity or enforceability of the remaining Terms shall not be affected. No failure or delay by Transnet to enforce any rights under these Terms will operate as a waiver thereof by Transnet. All rights and remedies available to either party under these Terms shall be in addition to, not to the exclusion of, rights otherwise available at law.

16 COUNTERPARTS

These Terms and conditions may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any party may enter into this agreement by signing any such counterpart.

By signing this RFQ document, the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof and Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed to properly take it into account for the purpose of calculating quoted prices or otherwise.

SIGNED at _____ on this _____ day of _____ 2014

.....
SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE

NAME: _____

DESIGNATION: _____

REGISTERED NAME OF COMPANY: _____

PHYSICAL ADDRESS:

Respondent's contact person: *[Please complete]*

Name	:	
Designation	:	
Telephone	:	
Cell Phone	:	
Facsimile	:	
Email	:	
Website	:	

**Transnet urges its clients, suppliers and the general public to report any fraud or corruption to
TIP-OFFS ANONYMOUS : 0800 003 056**

Section 4
VENDOR APPLICATION FORM

Respondents are to furnish the following documentation and complete the Vendor Application Form below:

1. **Original** cancelled cheque **OR** letter from the Respondent's bank verifying banking details **[with bank stamp]**
2. **Certified** copy of Identity Document(s) of Shareholders/Directors/Members [where applicable]
3. **Certified copies** of the relevant company registration documents from Companies and Intellectual Property Commission (CIPC)
4. **Certified copies** of the company's shareholding/director's portfolio
5. A letter on the company's letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate
7. **Certified copy** of VAT Registration Certificate
8. **A valid and original** B-BBEE Verification Certificate / sworn affidavit **or certified copy** thereof meeting the requirements for B-BBEE compliance as per the B-BBEE Codes of Good Practice
9. **Certified copy** of valid Company Registration Certificate [if applicable]

Vendor Application Form

Company trading name						
Company registered name						
Company Registration Number or ID Number if a Sole Proprietor						
Form of entity [√]	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
VAT number [if registered]						
Company telephone number						
Company fax number						
Company email address						
Company website address						
Bank name			Branch & Branch code			
Account holder			Bank account number			
Postal address						

				Code
Physical Address				Code
Contact person				
Designation				
Telephone				
Email				
Annual turnover range [last financial year]	< R5 m	R5 - 35 m	> R35 m	
Does your company provide	Products	Services	Both	
Area of delivery	National	Provincial	Local	
Is your company a public or private entity	Public		Private	
Does your company have a Tax Directive or IRP30 Certificate	Yes		No	
Main product or services [e.g. Stationery/Consulting]				

Complete B-BBEE Ownership Details:

% Black ownership	% Black women ownership	% Disabled Black ownership	% Youth ownership	
Does your entity have a B-BBEE certificate			Yes	No
What is your B-BBEE status [Level 1 to 9 / Unknown]				
How many personnel does the entity employ		Permanent	Part time	

If you are an existing Vendor with Transnet please complete the following:

Transnet contact person	
Contact number	
Transnet Operating Division	

Duly authorised to sign for and on behalf of Company / Organisation:

Name		Designation	
Signature		Date	



ANNEXURE A

TRANSNET LIMITED
(REGISTRATION NO.1990/000900/06)

TRADING AS TRANSNET FREIGHT RAIL

TENDER

PROJECT SPECIFICATION

KLIPHOEK – LOOP 4 UPGRADE

"PREVIEW COPY ONLY"



PART A: GENERAL SPECIFICATION

A.1 SCOPE OF WORK

This specification covers the general part for the **RE-SLEEPERING AND RE-RAILING BETWEEN LIEBENDAL AND KLIPHOEK km 160.858 and 193.800**, hereinafter referred to as the "Works", and any other work arising out of or incidental to the above, or required of the **Contractor** for the proper completion of the **Works** in accordance with the true meaning and intent of the contract.

After award of contract exact km area will be identified to the Contractor.

A.2 BUSINESS NAME:

Transnet Limited will for the purpose of this contract be trading and hereinafter referred to as Transnet Freight Rail RME, a Business Division of Transnet who, through its authorised representatives, shall execute the contract on behalf of Transnet.

Contact Person will be Chrizelle Isaacs at 021 940 1806 or 073 279 4111 or chrizelle.isaacs@transnet.net

A.3 Contractual Dates:

1. Compulsory site inspection 12:00 on 24 and 25 February 2014 at Vredendal station
2. Closing date for Tender 10:00 6 March 2014
3. The contract will commence on 17 March 2014 or earlier.
4. The whole of the WORKS shall be completed in 16 May 2014.

A.4 PENALTIES FOR LATE COMPLETION:

1. If an occupation is exceeded due to breakdown time or a substandard production rate of the Contractor's staff, vehicles, equipment or machinery, a penalty amounting to **R500** per hour for every hour or part of an hour with which the occupation is exceeded shall apply.
2. If trains are delayed due to reasons attributable to the Contractor then a penalty of **R1000** per hour or part thereof of train delayed, irrespective of number of trains involved, shall apply.
3. A penalty for late completion as per Clause A.3.2 of **R1500** per calendar day shall apply.

A.5 MATERIAL & LABOUR

A.5.1 TO BE PROVIDED BY THE CONTRACTOR

All tools, consumable material and labour required to perform the work as stipulated in the schedule of quantities shall be provided by the Contractor and included in his tender rates. These include:

1. All supervision/track masters, welders and labour for welding work complete with all tools and equipment and personal safety equipment to execute the work in accordance with specifications.
2. All fettling gangs complete with tools and equipment and personal safety equipment to assist the track masters and welders in executing the work in accordance with the specifications.
3. All fuel for small plant tools and on track machines, lubricants, electric welding material, dye penetrant, disk cutter material, grinding disks, rail cleaning material etc.
4. Own staff accommodation complete
5. Fire prevention and fire-fighting measures.
6. Enamel paint for the classifications of sleepers and released material.
 - 8.1 Oxford Blue enamel based Dulux paint
 - 8.2 Signal Red enamel based Dulux paint
 - 8.3 Brilliant White enamel based Dulux paint
 - 8.4 Enamel based yellow paint
 - 8.5 Enamel based grey paint



A.5.2 TO BE PROVIDED BY TRANSNET FREIGHT RAIL- RME

1. One Transnet Freight Rail - RME track master or track inspector shall be provided for each occupation to take charge of occupations and monitor quality of the works.
2. All track materials.

The material, except the sleepers and rails, will be supplied from the nearest RME depot material warehouse (Klawer). The Contractor shall request the material as required per written requisition on the standard SAP 01 forms. The Technical Officer will provide the Contractor with standard requisition forms. The cost to collect and transport the material from the warehouse to the work site shall be included in the Contractor's tender rates. The contractor may be required to cut closure rails at any of the construction sites. Transport of such closure rails to site of installation may also be required by the Technical Officer. Rates tendered for this work shall be deemed to include for the costs associated with the matching plan and no separate payment for the matching plan shall be made.

Sleepers will be sourced from: - delivered on site
 Rails to be sourced from: - Delivered on site.

A.5.3 SAFE KEEPING OF MATERIAL

1. The Contractor shall be responsible for the safekeeping, proper staging and handling of all maintenance material supplied.
2. All material will be issued with standard requisition forms. Both parties will verify material quantities when issued before the responsibility transfers to the Contractor.
3. The Contractor and the Technical Officer shall reconcile material quantities to determine the actual material consumed.
4. All surplus and unused material will be handed back to Transnet Freight Rail- RME. Both parties will agree on the quantities before Transnet Freight Rail – RME will accept the material.
5. Material lost or damaged will be replaced at the current replacement value. Adjustments in payment claims will be done accordingly.

A.5.4 RELEASED MATERIAL

1. All material released will be the responsibility of the Contractor until delivered at the nearest TFR - RME approved site. Wood sleepers at Klawer and steel sleepers at nearest station as directed by the Technical Officer.
2. The Contractor shall classify the material as stipulated in the *paragraph 10.3 and Annexure 15* of the **Manual for track maintenance (2012)**. Released material will be sorted by type and classified as either second hand or scrap. The Technical Officer shall do spot checks to confirm the correctness of the classification.
3. Material types classified as second hand will not be mixed with scrap or other material types. Released material to be delivered at Klawer Transnet Freight Rail depot or nearest station to works as directed in manageable and sorted size loads.
4. The Contractor shall complete the SAP 02 form for all the released material, to be handed in on weekly. The value of unaccounted released material will be calculated at the current second hand prices. Adjustments in payment claims will be done accordingly.
5. All packaging or waste material associated with the material will be taken off site and properly disposed of by the Contractor.
6. All scrap rails shall be cut in 6m lengths, to be stacked on site where it will be accessible by road for loading on a low-bed truck.

A.6 PLANT AND EQUIPMENT

1. The Contractor shall supply all vehicles, machinery, small plant and any mechanised on track equipment for the proper execution of the works.



2. The maintenance, leasing, hiring and insurance of this equipment will solely rest with the Contractor.
 3. The Contractor shall be responsible for his own arrangements with regards to the transport and safe staging of this equipment.
- A.7 ADVANCE PAYMENT FOR MATERIAL AND/OR PLANT AND/OR EQUIPMENT SUPPLIED BY THE CONTRACTOR:**
None.
- A.8 PENALTIES FOR DELAYS TO TRANSNET TRUCKS**
R350.00 per truck per day.
- A.9 CONTRACT PRICE ADJUSTMENT FACTOR:**
The contract shall not be subject to cost escalation or de-escalation or foreign exchange rate fluctuations. All increases in cost from whatsoever cause shall be at the Contractor's risk, and all decreases in cost shall be to his benefit.
- A.10 INSURANCE OF THE WORKS AGAINST PERILS INSURANCE THROUGH SASRIA:**
The contractor must insure his staff and assets. PCI insurance will be taken out by TFR.
- A.11 SAFETY REQUIREMENTS**
- 1. High voltage electrical equipment**
 - 1.1 Not applicable.
 - 2. Occupations**
 - 2.1 Work shall be done under a **between trains occupation and total occupation**. Total occupation for a whole section of line at one time will normally not be possible. Any occupation required by the Contractor shall be arranged by TFR-RME. The Contractor shall also enquire from the Technical Officer, the day before the date of such occupation to ascertain whether or not any changes or cancellation has been necessitated by the operations of Transnet. Written confirmation of the granting of permits/occupations must be presented before work can proceed during permit/occupation times. 2.2 Transnet reserves the right to cancel or change an authorised occupation or work permit at any time, even during the period of such occupation or work permit. A record of permit/occupation times shall be kept by the Contractor and entered into the **Workbook**.
 - 2.3 Where safety of trains is affected by the work in progress, Transnet will provide personnel for supervision and trains protection. The Contractor shall provide protection for his own personnel where they would be subjected to the danger of passing trains. A communication system to perform operational duties shall be provided by the Contractor and allowed for in his tender rates.
 - 2.4 The Contractor shall give Transnet Freight Rail, 7 days written notice if an occupation is to be cancelled.
 - 3. Protection:**
 - 3.1 The Contractor shall provide all protection functions at the work area as required by the Technical Officer and according to the rules and regulations as stipulated in the Infrastructure safety guidelines, *page 51 to 72*.
 - 3.2 Only after the Technical Officer or other nominated competent trained Transnet Freight Rail representative has established that the protection is correctly set out by the Contractor, will he ask permission from the local operating office to commence with the occupation. All protection arrangements shall at all time remain under the supervision and responsibility of a Transnet Freight Rail track master or track inspector.



- 3.3 The protection staff of the Contractor shall be in radio contact with their site supervisor. The radios/walky-talkies must be reliable with sufficient power and range for difficult mountainous terrain.
- 3.4 All equipment required to perform protection duties, included an audible warning device, detonators, walkie-talkies, cellphones etc., shall be provided by the Contractor and allowed for in his tender rates.
- 4. Damages consequent to neglect on the part of the Contractor:**
- 4.1 The Contractor shall be liable for costs incurred by Transnet as a result of failure on the part of the Contractor or his personnel, to observe any safety and security regulations of Transnet regarding the entry of personnel into all sites. Transnet will determine such costs.
- 4.2 All reasonable steps to effectively prevent the occurrence of veld fires shall be required from the Contractor. Such fire fighting equipment and resources deemed necessary to effectively fight any veld fire, which may occur as a result of the work, shall be required at each defect site and shall form part of this Contract. The cost to provide such fire fighting equipment and resources shall be deemed included in the rates tendered and no separate payment shall be made.
- 5. Safety Plan Risk Assessment and Method Statement**
- 5.1 A Safety plan, Risk Assessment and method statement must be supplied with the tender.
- 5.2 Firefighting equipment must be on site when any hot work (cutting, welding, etc.)

A. 12 TECHNICAL REQUIREMENTS AND EXPERTISE

1. The Contractor shall have a qualified **site agent or supervisor**, fully conversant with the current permanent way practices of Transnet, in his employment. The Contractor must furnish the name and qualifications of the site agent with his tender.
2. The Contractor and sub-Contractors, if any, shall have suitably qualified supervisors in charge of the contract work. The names and qualifications of the supervisors together with full details of their experience in this field of work must be furnished with the tender. Tenderers shall advise the names and addresses of all proposed sub-Contractors with their tenders.
3. The Contractor shall have 3 suitable qualified persons for the exclusive use as **protection staff** per work site under occupation conditions. The protection staff has to be trained and certified by a Transnet Freight Rail Track Inspector. Transnet Freight Rail reserves the right to test the protection staff at random to ensure that they are working safely and correctly according to the stipulated rules and regulations.
4. The Contractor shall have qualified welder per work site that will be allowed to perform any welding or grinding work on Transnet Freight Rail property. Only qualified welders will be allowed to perform any welding or grinding work on Transnet Freight Rail property. All welders to be trained and certified by a recognised authority for their competency. All the welders to be tested by a Transnet Freight Rail Technical Superintendent Track Welding to ensure that they are working according to specification. Contractor shall arrange for the testing of welders at least 2 days prior to the start date of the contract. On the day of the test the welder must be in possession of all relevant tools, machines and protective clothing. This testing of the welders shall not be considered a certification of the welder but shall serve merely to indicate the welder's potential adequacy for the work to be performed. The Contractor shall still remain ultimately accountable for the quality of the work of all his welders.
5. The Contractor shall note that all members of Transnet's personnel associated with the contract project are responsible for inspection only and will not render any assistance except at the instruction of the Technical Officer.



FAILURE TO COMPLY WITH SUBCLAUSES A.12.1 TO A.12.4 WILL AUTOMATICALLY DISQUALIFY THE TENDERER.

A.13 ALTERATIONS, EXTRAS, ADDITIONS AND OMISSIONS

Labour and plant rates for such work (if required) shall be entered into the Labour Payment Schedule attached hereto.

A.14 CLEARING OF SITE

The contractor will repair any damage caused, as a result of his operations, to service roads, fencing etc.

A.15 INSPECTION OF WORK

1. During the progress of the contract all work being undertaken by the Contractor shall be subject to periodic inspection by the Technical Officer. All such workmanship shall be supplied and performed, respectively, to the entire satisfaction of the Technical Officer or his duly authorised representative.
2. Should at any stage in the progress of the said works, or on completion, an inspection visit reveal any defects in the construction, which are due to the part the Contractor, such defective workmanship shall immediately be remedied by the Contractor at his own expense and to the satisfaction of the Technical Officer or his duly authorized representative.

A.16 SITE MEETINGS

Bi-Monthly meetings will be held for attendance by the Technical Officer and the Contractor.

A.17 RECORDS AND INSTRUCTION BOOKS

The Contractor shall provide and keep on site a duplicate carbon copy book, A4 size, the Workbook, in which instructions (Site Instruction Book) and events (Site Diary Book) concerning the contract work shall be recorded, signed and dated by the Technical Officer or his deputy, and the Contractor.

A.18 PROTECTION FROM STORMS AND FLOODS

The sum allowed for in the Schedule of Quantities shall be deemed to be full compensation for any damage to the works due to storms, rains, floods, storm-water or subsurface water.

Under no circumstances shall the Contractor be entitled to any additional payment in this regard. The Contractor shall accept full responsibility and costs to handle water from any source on site.

A.19 EXISTING SERVICES

1. The Contractor shall take all reasonable precautions to protect existing services during construction and during relocation of such services.
2. Any pipe, cable, conduit or other services of any nature whatsoever indicated to the Contractor and subsequently damaged as a result of the Contractor's operations, shall be repaired and reinstated forthwith by the Contractor or by the Authority concerned, all at the expense of the Contractor and to the satisfaction of the Technical Officer.
3. Whenever unknown services are encountered which interfere with the execution of the Works and which require be moving and relocating, the Contractor shall advise the Technical Officer who will determine the extent of the work, if any, to be undertaken by the Contractor in removing, relocating and reinstating such services.



4. Any work required to be undertaken by the **Contractor** in the moving and relocation of unknown services for which no provision is made in the contract documents, or for which no applicable tender rates exists.
5. The sum allowed for in Schedule of Quantities shall be deemed to be full compensation for the location and protection of existing services.

A.20 SCHEDULE OF QUANTITIES AND PRICES

A detailed breakdown of the quantity, duration (days) (as applicable) and cost will be required.

Firm and complete quotations are to be submitted along with the tender, based on detailed and careful examination of the Specification requirements and local conditions pertaining to the **WORKS**.

A.21 PROGRAMME OF WORK AND METHOD STATEMENT

A detail work program and method statement must be submitted to the Technical Officer within 5 days of acceptance of the tender. The program must indicate the line, kilometre distances, date, quantities, type of work to be performed, the estimated occupation time required, as well as other obligations and responsibilities pertaining to the **WORKS**. The program will be updated regularly and communicated to the Technical Officer. No extension of time claims will be considered without a proper work program.

A.22 SPECIFICATION DEFICIENCY

All items in this document shall take preference over items E7/1, E10-documents and SSS11-specifications however, the above mentioned, Specifications still apply for other cases.

"PREVIEW COPY ONLY"



PART B:

TECHNICAL SPECIFICATION

FOR THE MATERIAL REPLACING AND RELATED WORK

CONTENTS

- B.1 Scope of work
- B.1.1 Work area

- B.2 Material replacing
- B.2.1 Replacing of sleepers
- B.2.2 Replacing of rails

- B.3 Thermit Welding

- B.4 Ballast Replenishment

- B.5 Material Loading

- B.6 Quality control
- B.6.1 Visual inspections
- B.6.2 Completion of mandatory forms
- B.6.3 Random Tests

"PREVIEW COPY ONLY"



B.1 SCOPE OF WORK

This specification covers the technical part for **RE-SLEEPERING AND RE-RAILING BETWEEN LIEBEDDAL (160.858KM) AND KLIPHOEK (193.800KM)**, and have to comply with the guidelines set out in the Manual for track maintenance (2012) and the E10 (1996): Specification for Railway Trackwork. The exact km area will be communicated after award of contract.

5000 Sleepers will be offloaded next to track and need to be distributed and replaced. The rails will be offloaded next to the track in 36m and/or 18m rails and replaced. The 18m rail shall be welded into 36m rails by Flash Butt Welder (Supply and operating of the Flash Butt Welder, if available, will be by others)

B.1.1 WORK AREA

The work area will be on the Western Zone and in the geographical area of the Depot Engineer Bellville on a section at Loop4 and Kliphoek. Access to the site is via the service/public roads.

B.2 MATERIAL REPLACING

The following specifications and guidelines must be read in conjunction with this part: E10 (1996): specification for railway trackwork.

- E10Gen: Preliminary and general
- E10/1: Laying of rails
- E10/2: Laying of sleepers
- E10/7: Field welding of rail joints
- E10/4: Ballasting and tamping
- E10/9: Slewing and Alignment

Manual for track maintenance (2012)

B.2.1 REPLACING OF SLEEPERS (SEE ANNEXURE A)

In addition to what is stipulated in the above E10-specifications and guidelines the Contractor shall comply with all the following sleeper replacement principles and standards:

1. All sleepers must be inserted perpendicular to the track centre line at 700mm spacing(600mm for radii 600-400). All sleepers must be replaced continuously, to have an even ballast bed.
2. Due to the nature of this work the Contractor must also see to it that all fastenings handled by him and which are defective must be replaced.
3. The Contractor shall insert the sleeper fastenings according to specification to ensure that the correct gauge will be achieved applicable for the specific tangent or curve conditions.
4. The Contractor shall do the resleepering according to specification E10/2 and E10/4.
5. The Contractor shall align and properly tamped to leave the track in a good **B-standard** in accordance with that specified in Annexe A of specification E.10 Gen.
6. Excluded in the tender rate is the tamping and repairing of rail slacks after consolidation for a period of 3 months after the resleepering took place.
7. Included in the tender rate for re-sleepering is the preparation by lubricate the fastening systems at least one week in advance of the re-sleepering operation.

B.2.2 REPLACING OF RAILS (SEE ANNEXURE A)

1. The replacement of rails would be according to E10/1
2. Included in the tender rate for re-railling is the preparation by lubricating the fastening systems at least one week in advance of the re-railling operation.



3. The rates tendered shall also include all items describe under clause 8.2.12, 8.2.13, 8.2.14 and 8.2.15 of the E10/1 (specification for railway trackwork.)
4. The rails will be laid according to the guidelines set out in paragraph 6.5, 6.6 and Annexure 16 of the **Manual for track maintenance (2012)**
5. All rails will be de-stressed as per the **Manual for track maintenance (2012)**, the E10 and standard distressing methods

B.3 THERMIT WELDING

All welding and grinding activities to be done in accordance with:

- SSS Specification of track welding Chapter 1-8
- E10/7 (1996): Field welding of rail joints

In addition to what is stipulated in the above specifications the Contractor shall comply with all the following welding principles.

1. Proper fire fighting and fire prevention equipment must be supplied by the Contractor to prevent fires at all times.
2. When conditions are unfavourable for welding and grinding activities i.e. high winds or rainstorms then alternative work will be done. The Contractor will record such an event and alternative work will be discussed with the Technical Officer.
3. All rail joints will be cut by a disc cutter and will be polished to a shining metal finish with a flap disc blade or similar before the thermit welding process commences.
4. All thermit welds will be inspected and stamped on the field side of the rail using a 10mm stencil with the following information: No of weld, welders code, day, month and year. Example: 1 C1 11 09 2002
5. The thermit weld information as described in specification E10/7 (1996): **Field welding of rail joints** must be handed over to the Technical Officer in writing.
6. All thermit welds are to be positioned in the middle of two adjacent sleepers. If this not possible, the sleepers are to be re-spaced to provide a near mid span position of the thermit weld.
7. All thermit welds must be ground to conform to the running line's wear pattern.
8. All thermit welds must be thoroughly tamped before and after final grinding.
9. The Contractor is responsible to arrange that the joints have been inspected and tested.

B.4 BALLAST PROFILING

In addition to what is stipulated in the above E10-specifications and guidelines the Contractor shall comply with all the following ballast replenishment principles and standards:

1. To a minimum ballast width of 300 mm preference from the sleepers head.
2. To a minimum ballast width on the high leg for curves with a radius smaller than 400m.
3. The top of the ballast after trimming shall be level with the top of the sleeper.
4. On open lines the track shall be boxed in on completion of the day's work.
5. The Contractor shall remove all ballast and muck spilled or deposited in the drains (concrete lined or earth) by his activities.

B.5 MATERIAL LOADING

The following specifications and guidelines must be read in conjunction with this part:
Manual for track maintenance (2012)

- **Chapter 6 and 10**
- **Annexe 13**

CLASSIFICATION, LOADING AND OFFLOADING OF SLEEPERS AND SLEEPER FASTENINGS.

The Contractor shall comply with all the following principles.

1. Releasement, loading, transporting and offloading shall be according clause A.5.4 of the General Specification.
2. The Contractor shall classify the sleepers according the Manual for track maintenance (2012) clause 7.0.3.11. The Contractor shall record the total of sleepers according the classification.
3. The Contractor shall do the classification before loading stock piling at TFR RME Depot at Klawer.
4. All released sleepers shall be class with a 50mm enamel based paint strip on both sides of the sleeper's heads.
5. Loading, counting and classification of all sleeper fastenings and isolation pads shall be included in the tender rate.
6. All bolts and nuts shall be treated with a lubrication to prevent rust and to ease the re-use off.
7. All fastenings shall be placed into empty 200 litre steel drums/containers (supplied by TFR-RME) with the type and amount of fastenings painted with **gloss enamel** on the outside of these drums. The contractor's cost to provide and supply these containers shall be included in the tender rate.
8. Stacking of released sleepers shall be according the Manual for Track Maintenance (2000) clause 10.1.5 and annexure 12 sheet 1.

B.6 QUALITY CONTROL

All work performed by the Contractor shall be subjected to various quality control checks. Payment of work performed will be based on the successful outcome of the quality checks.

Any deviations will be reported to the Contractor in writing.

B.6.1 VISUAL INSPECTIONS

All work will be visually inspected for conformance to the applicable specifications.

B.6.2 COMPLETION OF MANDATORY FORMS

- 1) All specified forms shall be completed by the Contractor and will form part of the quality control process.
- 2) No work will be taken over before all mandatory forms are completed and handed over to the Technical Officer.

B.6.3 RANDOM TESTS

- 1) Transnet Freight Rail – RME reserves the right to do additional random tests as specified in this document to ensure that the standard of workmanship is according to the specifications.
- 2) The Contractor shall repair any work performed that was detected by the random tests that are still outside the specified parameters.
- 3) Depending on the urgency the Contractor shall be instructed to repair the defects:
 - Immediately
 - Within 48 hours
 - Within the guarantee period

ANNEXURE B

TRANSNET LIMITED

(REGISTRATION NO.1990/000900/06)

TRADING AS TRANSNET FREIGHT RAIL

TENDER

PROVISIONAL SCHEDULE OF QUANTITIES AND PRICES

ITEM	DESCRIPTION	UNIT	Qty	RATE	AMOUNT
1	GENERAL				
1.1	Site establishment including fixed costs.	Sum	1		R -
1.2	Preliminary and general including time related costs.	month	2		R -
1.3	Site de-establishment including fixed costs.	Sum	1		R -
	Carried forward to summary			TOTAL	R -

ITEM	DESCRIPTION	UNIT	Qty	RATE	AMOUNT
2	REPLACEMENT OF SLEEPER				
2.1	Load sleepers from stockpile and distribute (maximum haul distance 15km)	Sleeper	2000		R -
2.2	Distribute already offloaded sleepers from rail trucks	Sleeper	3000		R -
2.3	Replacing P2 Sleepers	Sleeper	5000		R -
2.4	Reclamation of all sleepers and fastenings (includes classification and stacking at designated area)	Sleeper	5000		R -
2.5	Open up level crossings for replacing of sleepers (excluding replacing of sleepers)	crossing	2		R -
	Carried forward to summary			TOTAL	R -

ITEM	DESCRIPTION	UNIT	Qty	RATE	AMOUNT
3	RAIL REPLACEMENT <i>(Includes offloading of 48kg rails, replacing 30kg/48kg rails, exothermic welding, Distressing)</i>				
3.1	distribute offloading of Rails (36 & 18 mX48kg/m)	m rail	7056		R -
3.2	Rail replacement	m rail	7056		R -
3.3	Exothermic Welding (includes X-rays and Testing)	Number	200		R -
3.4	Cut released rail in 6m and stockpile at nearest station	m rail	7056		R -
3.5	De-stressing	Mtrack	3528		R -
	Carried forward to summary			TOTAL	R -

ITEM	DESCRIPTION	UNIT	Qty	RATE	AMOUNT
4	BALLAST PROFILING				
4.1	Offloading of Ballast	AY	126		R -
4.2	Boxing in and trimming ballast according to clause B.4	Mtrack	3528		R -
	Carried forward to summary			TOTAL	R -

TRANSNET LIMITED

(REGISTRATION NO.1990/000900/06)

TENDER

PART C: SCHEDULE OF QUANTITIES AND PRICES

ITEM	DESCRIPTION	AMOUNT
1	GENERAL	R -
2	SLEEPER REPLACEMENT	R -
5	RAIL REPLACEMENT	R -
4	BALLAST PROFILING	R -
5	CONTINGENCY 10%	R -
	SUB TOTAL	R -
	Vat excluded	R -
	TOTAL	R -

CONTRACTOR:

Signature: _____
Name: _____
Designation: _____
Date: _____

Company Name: _____
Address: _____

Telephone: _____
Cellphone: _____
Fax: _____

VAT
Registration
Number: _____